

**TO:** JAMES L. APP, CITY MANAGER  
**FROM:** JOHN R. McCARTHY, DIRECTOR OF PUBLIC WORKS  
**SUBJECT:** SELECTION OF CONSULTANT FOR GOLDEN HILL WATER TANK DESIGN  
**DATE:** OCTOBER 5, 1999

**Needs:** For the City Council to authorize staff to enter into a Consultant's Services Agreement with North Coast Engineering.

- Facts:**
1. City Council directed staff to proceed with the addition of a 4 million gallon water tank on Golden Hill Road.
  2. Work on the landscape design elements of shielding the tank from view has already commenced and the City is working with the adjacent Weyrich development to coordinate concepts.
  3. Proposals were received from selected firms for the engineering design of the water tank and North Coast Engineering has the most qualified proposal.

**Analysis  
and  
Conclusion:**

The City Council has authorized the City to proceed with construction of a new water tank on Golden Hill Road. The work on the aesthetics have been in progress and is being conducted with the proposed adjacent development. The technical engineering work for the tank layout and design needs to go forward at this time.

**Policy  
Reference:** City Capital Improvement Program

**Fiscal  
Impact:** The proposal for engineering is for an estimated fee of \$57,920.00. Funds have been allocated for this payment in the Capital Improvement.

- Options:**
- A. Authorize staff to enter into a Consultant's Services Agreement with North Coast Engineering for the engineering on the Golden Hill Water Tank.
  - B. Amend, modify, or reject the above options.



**NORTH COAST ENGINEERING, INC.**

Civil Engineering ▪ Land Surveying ▪ Project Development

September 15, 1999

City of Paso Robles  
1000 Spring Street  
Paso Robles, CA 93446

Attn: John McCarthy

Subject: Rolling Hills Road New AWWA 4MG Water Tank-Proposal for Civil Engineering Services

Dear John:

Thank you for the opportunity to provide this proposal to you. We have obtained record drawings of the existing tank site, and have met at the site and reviewed the existing and proposed facilities with your Water Superintendent Mr. Dick Avery. We propose to use a two foot (2') contour interval electronic topographic plan prepared from aerial photography we have of the tank site, supplemented by field surveys as necessary.

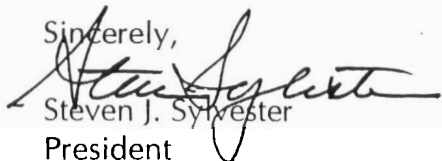
The attached "Exhibit A" describes our proposed services, including those anticipated during the construction phase. Our services include limited professional electrical engineering design services, if necessary, for modifications/interconnections of existing and new electrical components. Also attached is a proposal from Mid-Coast Geotechnical, Inc. for geotechnical testing and foundation design recommendations. The Mid-Coast Geotechnical fees are included in our proposal.

Our services are offered on a time and material basis in accordance with our current fee schedule, a copy of which is enclosed for your review.

We can complete the preparation of construction documents approximately 90 calendar days from receipt of your Notice to Proceed.

Please review the attached and call to schedule a meeting to review our proposal.

Sincerely,



Steven J. Sylvester  
President

Attachments

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**EXHIBIT "A"**

**PROFESSIONAL ENGINEERING CONSULTING SERVICES  
FOR  
CITY OF EL PASO DE ROBLES**

**NEW 4MG WATER TANK  
AT  
ROLLING HILLS ROAD TANK SITE**

	<u>ESTIMATED FEE</u>
<b>I. <u>Preliminary Phase Services</u></b>	<b>\$5,393.00</b>
A. Meet with City staff to review design program and coordinate anticipated associated improvements, i.e. future water supply service, landscaping, etc. into existing system, etc.	
B. Perform supplemental field survey of existing water tank site.	
C. Prepare composite updated topographic site base plan using existing aerial topography (2' contours) supplemented with field topographic information. Obtain existing record utility information and incorporate into base plan.	
D. Coordinate preparation of soils investigation & testing, obtain recommendations for tank base & foundation requirements.	
<b>II. <u>Design Phase Services</u></b>	<b>\$29,506.00</b>
A. Prepare site utility plan showing connections and modifications to existing tank water supply, drain and control services to interconnect to and provide for new water tank supply & operation.	
B. Prepare site grading, drainage & improvement plan for installation of new tank, perimeter paved access road, mounded perimeter landscape berming around new tank, installation of new perimeter fencing.	

- C. Prepare illustrative AWWA D100 steel tank elevation, component & connection details illustrating tank configuration & components. Final tank design will be accomplished by Contractor's engineer using shop drawing process.
- D. Prepare technical specifications and incorporate City provided General Conditions and Contract Documents into a complete specification/bidding package.
- E. Prepare probable estimated cost of construction with completion of final construction documents.
- F. Provide the City with 50% and 95% complete design submittal. These will be "in process submittals" for City review and comment.
- G. Meet with the City staff to review the 50% & 95% design submittal comment.

**III. Bidding/Advertising Phase \$3,655.00**

- A. Review/respond to questions.
- B. Prepare addenda if required.
- C. Prepare itemized bid summary.
- D. Prepare bid award recommendation.

**IV. Construction Phase \$16,910.00**

- A. Construction staking.
- B. Construction observation (as requested).
- C. Final inspection.
- D. Record drawings.

**V. Reimbursables \$300.00**

**VI. Subconsultant Services**

**\$2,156.00**

- A. Geotechnical field exploration, analysis and recommendations for design.
- B. Electrical engineer consultation as required for design and specification preparation for modification to existing facilities and provision for new electrical component connections. Included is 12 hours of professional consulting services.

**TOTAL ESTIMATED FEE:**

**\$57,920.00**

**Client Responsibilities**

- Environmental review and permits
- Record drawings of existing facilities
- Water supply line sizing
- Facilities for handling any increase in storm water runoff
- Landscape, irrigation & structural design
- Bidding processing
- Construction inspection

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# NORTH COAST ENGINEERING, INC.

Civil Engineering ▪ Land Surveying ▪ Project Development

## FEE SCHEDULE

January 1, 1999

	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
	Principal Engineer	\$ 100.00
	Senior Civil Engineer	\$ 84.00
O	Civil Engineer	\$ 76.00
F	Project Manager	\$ 76.00
F	Project Engineer	\$ 72.00
I	Registered Land Surveyor	\$ 72.00
C	Assistant Civil Engineer	\$ 58.00
E	Senior Engineering Technician	\$ 53.00
	Engineering Technician	\$ 36.00
	Secretarial / Clerical	\$ 34.00
F		
I	Construction Inspector	\$ 58.00
E	Two-Man Survey Crew	\$115.00
L	Three-Man Survey Crew	\$150.00
D		

## REIMBURSABLE EXPENSES

- Actual cost of long distance telephone calls, express charges, postage, outside reproduction and survey supplies.
- Cost + 10% for outside professional consultants required for the work.
- Mileage at the rate of \$ .30/mile.
- In house reproduction and telecommunications costs as follows:

Xerox 2510 Prints	\$ .30 / Sq.Ft.	Mylar	\$3.00 / Sq.Ft.
Vellum	\$1.75 / Sq.Ft.	HP650C Color Plots	\$1.00 / Sq.Ft.
Photocopies	\$ .20 / each	Facsimile (transmit)	\$ 1.00 / Sheet

9-6



Post-it* Fax Note	7671	Date	7/12	Pages	4
To	NCE	From	RAW		
Co. Dept.			MCG		
Phone #		Phone #	237-1462		
Fax #	839-4758	Fax #	237-1483		

Engineering Services

September 10, 1999  
Proposal No. 1664P

SEP 13 1999

NORTH COAST ENGINEERING  
725 Creston Road, Ste. B  
Paso Robles, CA 93446

**SUBJECT:** Proposed 4M Gallon Steel Water Tank near Rolling Hills Road, Paso Robles

Thank you for requesting our proposal to provide geotechnical services for your property. Our field exploration and analysis will be based on your representation that a new water tank will be constructed on the site adjacent to the existing water tank at the top of the ridge. Our services will be performed in accordance with currently accepted practice for the scope of your project.

**SOILS EXPLORATION**

Our field investigation will include subsurface exploration by means of a truck mounted auger drill rig. Visual observations of the site will be made, and representative samples of the soils will be obtained for laboratory testing. Engineering analysis will be performed based on our field observations, laboratory test results and the information you provide concerning your proposed development. We will then provide our comments and recommendations concerning your proposed site development.

**SUMMATION OF FEES**

Our proposed fees are summarized below:

Professional Services

Soils Exploration .....

The total fee for this work is \$ 1,000.00. No retainer is requested to begin this project. The total fee will be due upon completion of our testing.

**REQUIRED ACCESS AND SITE PLAN**

It will be your responsibility to provide access to the site and any permission required for the exploration. Prior to beginning our investigation, we will require receipt of a site plan for the property. This map will serve as the basis of our investigation and should indicate the map scale and a north arrow. Proposed and existing structures and utilities should be clearly and accurately located.

P.O. Box 3125 • 1030 Railroad St., Suite 103 • Paso Robles, CA 93447-3125  
Bus. (805)237-1462 • FAX (805)237-1483 • Santa Maria (805)922-4299

The entire invoice balance is due before any reports will be released. For items to be mailed payment must be received before reports can be mailed out. Invoices for MCG's services shall be submitted, at MCG's option, either upon completion of such services or on a monthly basis. Invoices shall be payable upon receipt. If the invoice is not paid within 30 days, MCG may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service or continue with work and charge the legally allowable interest on the outstanding amount.

9-7

North Coast Engineering

Proposal 1664P

We will not be liable for damage to, or injury arising from damage to, subterranean structures (for example, pipes, tanks, telephone cables) which are not called to our attention and correctly shown on the plans furnished to us.

TIME REQUIRED

Weather permitting, our exploration could begin within 3 working days of our receipt of a signed and initialed copy of this proposal and financial agreement and the requested site plan. Approximately 12 working days from the time of our field investigation should be allowed to complete the written reports.

**NOTE:** Per company policy we cannot schedule or begin field work on any project without first receiving the above-requested items (i.e. site plan, financial agreement and retainer).

TERMS AND FINANCIAL RESPONSIBILITY

Please provide the following information as to whom the billing is to be directed. If the responsible party does not own the property, please provide the owner's name, address and daytime phone number.

RESPONSIBLE PARTY

OWNER'S

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: (W) \_\_\_\_\_ (H) \_\_\_\_\_

PHONE #: (W) \_\_\_\_\_ (H) \_\_\_\_\_

TERMS AND CONDITIONS

Mid-Coast Geotechnical, Inc. will be abbreviated below as MCG and the responsible party and owner will be referred to as "the Client".

BILLING/PAYMENTS

The entire invoice balance is due before any reports will be released. For items to be mailed payment must be received before reports can be mailed out. Invoices for MCG's services shall be submitted, at MCG's option, either upon completion of such services or on a monthly basis. Invoices shall be payable upon receipt. If the invoice is not paid within 30 days, MCG may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service or continue with work and charge the legally allowable interest on the outstanding amount.

9-8



North Coast Engineering

Proposal 1664P

**ACCESS TO SITE**

As herein otherwise stated, MCG will have access to the site for activities necessary for the performance of the services. MCG will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. MCG will not be liable for damage incurred while in performance of the requested activity.

**LATE PAYMENTS**

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay all costs of collection, including reasonable attorney's fees.

**DISPUTE RESOLUTION**

Any claims or disputes made during design, construction or post-construction between the Client and MCG shall be submitted to

binding arbitration. Client and MCG agree to include a similar arbitration agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for arbitration as the primary method for dispute resolution between all parties.

**INDEMNIFICATION**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless MCG, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of MCG.

**CERTIFICATIONS**

Guarantees and Warranties: MCG shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence MCG cannot ascertain.

**INSURANCE AND LIMITATION OF LIABILITY**

MID-COAST Geotechnical, Inc. is covered by a one million (\$1,000,000) General Liability Policy including five hundred thousand (\$500,000) liability coverage on the drill rig. In addition, our employees are covered by Workers Compensation Insurance, as required by law. In recognition of the relative risks, rewards and benefits of the project to both the Client and MCG, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MCG's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$25,000.00 or total fee paid by the Client, whichever is less. Such causes include, but are not limited to, the MCG's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

North Coast Engineering

Proposal 16647

TERMINATION OF SERVICES

This agreement may be terminated by the client or MCG should the other fail to perform its obligations hereunder. Termination shall be effective after written notice of default is provided to either party and after reasonable time to cure the default has lapsed. In the event of termination, the Client shall pay MCG for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS

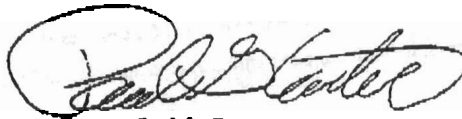
All documents produced by MCG under this agreement shall remain the property of MCG and may not be used by the Client for any other endeavor without the written consent of MCG.

ADDITIONAL SERVICES

Further requirements may be imposed by the reviewing agency, or necessary as a result of changes to your building or grading plans. Where additional services are requested or required, you will be billed separately for any equipment costs, or on an hourly basis for consultation or field inspection services.

This quoted price is valid for the period of 90 days only from the date of this proposal. Additional standard terms and conditions may be attached to this proposal. Thank you for allowing us the opportunity to bid on your project. If we can be of assistance or clarify these comments, we are available to discuss them with you.

Respectfully submitted,  
MID-COAST Geotechnical, Inc.



Paul G. Carter

AUTHORIZATION AND ACCEPTANCE OF THIS PROPOSAL

Please sign below and return one copy of this proposal as your official approval.

I hereby certify that I am the legal owner, or have express permission from the legal owner, and authorize any and all geotechnical investigations necessary to complete the proposed scope of work on the subject property. I have reviewed and accept this proposal and associated terms and conditions. I understand that this agreement will remain in force for any future assigns and subsequent authorized geotechnical engineering related work performed by Mid-Coast Geotechnical, Inc. I accept financial responsibility for payment of the geotechnical services to be provided as proposed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_